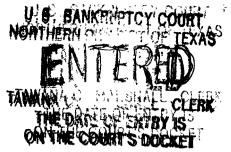
UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION



In re:

CAFETERIA OPERATORS, L.P., ET AL.,
Solve Jointly Administered Under Case No. 03-30179-HDH
Case No. 03-30179-HDH
Chapter 11

FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING MOTION TO ENFORCE PLAN OF REORGANIZATION AND CONFIRMATION ORDER

The following findings of fact and conclusions of law supplement the oral ruling, findings and conclusions made at the hearing held December 5, 2003:

FINDINGS OF FACT

- A. On September 17, 2003, this Court entered its Order Confirming Amended Joint Plan of Reorganization for the Debtors, as Amended (the "Confirmation Order") and its Findings of Fact and Conclusions of Law in Support of Order Confirming Amended Joint Plan of Reorganization for the Debtors (the "Findings of Fact," and collectively with the Confirmation Order, the "Confirmation Documents") confirming the Amended and Restated Joint Plan of Reorganization for the Debtors (the "Plan"), which was jointly proposed by the above-referenced Debtors, the Official Committee of Unsecured Creditors in these cases, and Fleet National Bank, as Agent ("Fleet").
- B. A final decree has not been entered in these cases; accordingly they remain open and pending on the Court's docket.

Where appropriate, findings of fact shall also be considered conclusions of law, and conclusions of law shall also be considered findings of fact. The Court reserves the right to make further findings of fact and conclusions of law.

C. On November 5, 2003, Cafeteria Operators, L.P. (the "Reorganized Debtor") and Fleet (Fleet and the Reorganized Debtor are collectively referred to herein as the "Movants") filed their Motion to Enforce Plan of Reorganization and Confirmation Order (the "Motion"). The Motion related to that certain Lease Assignment and Assumption Agreement (the "Bolour Agreement") by and between the Reorganized Debtor, on the one part, and Michel Bolour ("Bolour"), on the other part, which appears to have been entered into on or about September 30, 2003.² The Bolour Agreement involved a certain sublease for property (the "Master Lease") located at 13055 Sherman Way, North Hollywood, California (the "Property").

D. Paragraph 8 of the Bolour Agreement expressly provides:

BANKRUPTCY COURT APPROVAL. This Agreement is subject to the entry of an order by the United States Bankruptcy Court for the Northern District of Texas, (the "Bankruptcy Court") and is subject to higher and/or better offers, approving the assumption and assignment of the Lease to the [Bolour].

E. Paragraph 12 of the Bolour Agreement expressly provides:

GOVERNING LAW. This Agreement shall be construed under and in the accordance with the laws of the State of Texas and all obligations of the parties created hereunder are to be performed, and exclusive venue shall lie in the Bankruptcy Court for the Northern District of Texas.

F. Because of a dispute surrounding the assignment of the Master Lease, the Movants filed the Motion in good faith. As announced by the Movants at the hearing on this matter, and as shown by the uncontroverted evidence introduced on the record, subsequent to entering into the Bolour Agreement the Reorganized Debtor received a higher and better offer regarding the Master Lease from Samuel Shahinian ("Shahinian").

² At the hearing, the Movants orally withdrew the portion of the Motion seeking relief against Shahinian.

The assignment of the Master Lease is necessary to ensure that distributions to

holders of allowed claims are accomplished as provided in the Plan and Confirmation

Documents.

CONCLUSIONS OF LAW

1 This Court has jurisdiction over this Motion pursuant to 11 U.S.C. § 1142 and

numerous Plan provisions, including, but not limited to Paragraphs ¶19.1.3, 19.1.6, 19.1.9, and

19.1.10 of the Plan.

2 Pursuant to standards adopted by the Fifth Circuit, this Court has continuing

jurisdiction to implement the Plan and the Confirmation Documents, and to consider and rule on

the relief requested in the Motion. See In re U.S. Brass Corp., 301 F.3d 296 (5th Cir. 2002).

3 All objections to the alternative relief sought in the Motion not withdrawn or

otherwise resolved are expressly overruled.

4 Any and all injunctions found in the Plan, the Bankruptcy Code or otherwise

ordered by this Court remain in full force and effect as they relate to the Reorganized Debtor's

disposition of the Master Lease and the distribution of proceeds related thereto.

5 Pursuant to the plain language of the Bolour Agreement, the Reorganized

Debtor's obligation to perform under the Bolour Agreement shall only arise only upon formal

approval of the Bolour Agreement by this Court and only in the event the Reorganized Debtor

does not receive a higher and better offer.

FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING NOVEMBER 5, 2003 MOTION TO ENFORCE PLAN OF REORGANIZATION

AND CONFIRMATION ORDER

Page 3 of 5

HOH

As shown by the undisputed evidence presented on the record at the hearing, the

Reorganized Debtor received a higher and better offer subsequent to execution of the Bolour

Agreement. Accordingly, the conditions precedent found in the Bolour Agreement necessary to

trigger the Reorganized Debtor's obligations thereunder were not met and the Bolour Agreement

is unenforceable against the Reorganized Debtor.

7 The Reorganized Debtor is under no obligation to proceed under the Bolour

Agreement or to seek further Court approval of the Bolour Agreement.

8 Based on the evidence presented on the record at the hearing, the offer submitted

to the Reorganized Debtor by Shahinian is (a) the higher and better offer received by the Debtors

or the Reorganized Debtor and (b) constitutes reasonably equivalent value and fair consideration-

-under applicable federal and state law.

9 Based on the evidence presented on the record at the hearing, the decision to

accept the higher and better offer made by Shahinian was made in the Reorganized Debtor's

sound business judgment and is necessary to implement the Plan pursuant to the Confirmation

Documents.

10 The Reorganized Debtor and any other person having duties or responsibilities

under the Plan or the Confirmation Documents, and their respective directors, officers, general

partners, agents, trustees, representatives, and attorneys are specifically authorized, empowered,

and directed to take any and all actions necessary or appropriate to implement, effectuate, and

consummate the agreement with Shahinian, as announced on the record at the hearing, and the

FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING NOVEMBER 5, 2003 MOTION TO ENFORCE PLAN OF REORGANIZATION

AND CONFIRMATION ORDER

Page 4 of 5

HOH

transactions contemplated thereby, all in accordance with the terms of the Plan and the Confirmation Documents.

MA

This Court retains jurisdiction over the Bolour Agreement and any subsequent when the Bolour Agreement of the Master Lease pursuant thereto.

SIGNED: 12-22-13

Harlin D. Hale United States Bankruptcy Judge

I Iron M